UTI TECHNOLOGY SERVICES LIMITED EDC HOUSE WANG "C"SHOP NO 30 GROUND FLOOR, DADA VAIDYARCAD PANATI , GOA-403001

D-5/STP(V)/C.R/35/10/2010-RD(1456903)

भारत 06414 NON JUDICIAL ग वि कार्यक 167683 AUG 27 2015 zero one three time two zero zero. 10:18 Rs 0135200/- PB7072

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DEED OF SALE.

THIS DEED OF SALE is made at PANAJI, Goa, on this 27^{th} day of the month of AUGUST, of the year TWO THOUSAND AND FIFTEEN, A.D.;

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BETWEEN,

- 1. Mr. SHEHAN CHRIS MENEZES, having PAN solution, solution Mr. Basil A. Menezes, aged 40 years, Occupation Businessman, Indian National, and his wife
- 2. Mrs. SHIVONNE QUIANA GRACIAS w/o Shehan Chris Menezes, having PAN no Approvers: major of age, both residents of S-1, 2nd floor, Indraprastha, Nagalli Hills, Dona Paula, Goa, Indian National 32 years
- 3. Mrs. SABITA PINTO, having PAN Ashley Jorge Pinto Rebelo, aged 38 years, Married, Business, Indian National, and her husband,
- 4. Mr. ASHLEY JORGE PINTO REBELO, s/o late Jorge Pinto Rebelo, having Pan no. The ATTECE major of age, 40 Occupation Business, Indian National, Both residents of B/4, Pearly shell Building, Miramar, Panaji, Goa, hereinafter called THE VENDORS (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrations, legal representatives, attorneys, agents and assigns) OF THE ONE PART;

AND,

Mr. VIVEK KAMLAKANT AKHADKAR, having PAN
s/o Mr. Kamlakant Akhadkar, aged 36 years,

Married, Indian National, Occupation Business, residing at

House no 176, Fondvem, Ribandar, Tiswadi, Goa, hereinafter

called THE PURCHASER (which expression shall unless

repugnant to the context or meaning thereof be deemed to

mean and include her heirs, executors, administrations, legal

representatives, attorneys, agents and assigns) OF THE

SECOND PART.

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Moderation

1. There existed a piece and parcel of land of third division of the property known as 'BRAMAPUR' situated at Daugim, of Village Ella of Parish of Santa Luiza of sub district of Ilhas registration, District of North Goa, State of Goa, within the jurisdiction of the Village Panchayat of Ella of Parish of Santa Luiza and surveyed under number 130/0, of village Panchayat of Ella of Parish of Santa Luiza, admeasuring 9757-Ssq. mtrs. and registered in the Land Registration Office under no. 6148 at Pages 148 overleaf of Book B-16 New.

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- 2. Three fourth part of the third division of the said property described in the Land Registration office of Iilhas Taluka under no. 6152 at Pages 148 overleaf of Book B-16 New, belonged to Mr. Venkatesh Sinai Dhumatkar under no. 3361 at Pages 79 overleaf of Book G-9, not enrolled in the Taluka Revenue Office.
- 3. One fourth part of the Third Division of the said property described in the land registration office of Ilhas Taluka under no. 6153 at Pages 149 of overleaf of Book B-16, New belonged to Mr. Vinaeca Ramchandra Sinai Dhumatkar and inscribed in the same office in the name of Mr. Vinaeca Ramchandra Sinai Dhumatkar under no. 11400 at Pages overleaf of Book F-19, Not enrolled in the Taluka Revenue Office.

- 4. Both the three fourth part and the one fourth part of the said Division of the said property known as "Bramapur" totally admeasuring 93605 sq.mtrs. are surveyed as distinct single property under no. 130/0 of Village Ella, Taluka Tiswadi, Goa.
- 5. The said property was subject matter of Inventory Proceedings no. 60 of 1993 in the Court of Civil Judge Senior

Division at Panaji, Goa, pursuant to which the property has devolved on the successors and heirs of the original owners of the said property.

- 6. By an Agreement of Sale dated 28th April 1992, Shri. Shivanand Dhumatkar representing the successors and heirs of the original owners of the said property had agreed to sell the said property to Shr. Eric Sequeira and Mr. Pascoal Trinidade.
- 7. Pursuant to an Understanding and Agreement between Shri. Eric Sequeira and Mr. Pascoal Trinidade., it was agreed that the said property shall be purchased solely by Shri. Pascoal Trinidade from the successors and the heirs of the original owners of the said property with the consent and confirmation of Shri. Eric Sequeira.
- 8. Pursuant to the aforesaid Understanding and Agreement the said property was purchased by Mr. Pascoal Trinidade by Deed of Sale and Conveyance executed on 23rd February 1995 and Registered in the Land Registration office of Thas Taluka, Goa under no. 1099 at Pages 254 to 332 of Book I of Volume No. 427 dated 07/07/1995.
- 9. The Government of Goa has acquired an area of 1925 sq.mtrs. of the said property whereby the part of the property belonging to Mr. Pascoal Trinidade has been surveyed as a separate distinct property under separate survey no. 130/1-A of Village Ella , Taluka Tiswadi, Goa under Order dated 28th January 1997 in Partition case no. LND/Part/ 49/96 in the Court of the Deputy Collector and Sub-Divisional Officer, Panaji, Sub Division Panaji, Goa, which admeasures 97,575 sq.mtrs. after reducing the area of 1925 sq.mtrs. of the area of the said property acquired by the Government of Goa.
- 10.In pursuance to the aforementioned Partition of the said property, Mr. Pascoal Trinidade was recorded as the

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occupant in the respective survey records of the area of 97,575 sq.mtrs. of the said Village Ella Taluka Tiswadi, Goa, owned by Mr. Pascoal Trinidade fully mentioned and described in the Schedule I hereunder written and referred to as the said property.

- 11. The said property has been converted from agriculture to non agriculture use by a valid land conversion sanad no. CNV/TIS/10/97 dated 01/07/1997 granted by the Deputy Collector/ Subdivisional Officer, Panaji, Goa and sealed in the office on 01/08/1997.
- 12. The said property has been sub divided into plots of various sizes and dimensions and the respective final approval of the sub division has been issued by the Village Panchayat of Se Old Goa under reference no. VP/SOG/75/15/2000-2002 dated 02/05/2000 which sub division including the entire infrastructure thereof has been named as "Ella Crest" by the Mr. Pascoal Trinidade as the owner of the said property.
- 13. The original owner by an Agreement executed on the 1st day of January 1999, with the Developer / Confirming party i.e. M/S Pastina Developers have entrusted the work of infrastructure of the sub division of the said property to the said Developer upon the terms and conditions incorporated therein which interalia stipulates that the said Developer / Confirming party shall carry out the work of development of the said property consisting of subdivision of the said property into plots of different sizes, by making approach roads, internal tar roads, gutters, drainage etc. as prescribed by the above mentioned provisional approval of the sub division dated 04/02/1997 fully and effectively at their own cost and expenses, on completion of which Mr. Pascoal Trinidade shall transfer and convey to the said Developer /Confirming party as the Developers of the said property or to their nominees or assignees, ownership of an area of 22,255 sq.mtrs. of land of the said property consisting

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of the developed plots of various sizes to be identified by an addendum to the said Agreement executed on 01/01/1999.

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- 14. In the terms clause 3 (d) of the said Agreement, Mr. Pascoal Trinidade as owner in the said Agreement have identified the plots to be transferred to the said developer / confirming party as the developers of the said property in the aforesaid Agreement by an addendum dated 15/05/1999 to the said agreement executed on 1st January 1999 with the respective plan and list of plots so identified, annexed to the addendum.
- 15. The said Developer/confirming party have carried out the development of the said property as per the provisionally approved sub-division thereof in compliance with the conditions laid down by the respective authorities in the said provisional sub division of the property and have obtained the final certificate.
- 16. Vide the Deed of Sale dated 25/04/2013 duly registered under Registration No. PNJ-BK1-01086-2014 having CD No. PNJD30 the vendors herein have purchased the plot no. 67 admeasuring 623 sq.mtrs. surveyed under 130/1-A forming part and parcel of the said property from Mr. Pascoal Trinidade and as such the vendors herein are the absolute owners of the said plot no. 67 admeasuring 623 sq.mtrs.
- 17. AND WHEREAS pursuant to discussions between the VENDORS and the PURCHASER named hereinabove, the VENDORS have agreed to sell to the PURCHASER, the SAID PLOT admeasuring 623 sq. mtrs, better and more particularly described in the SCHEDULE II hereinafter written, for a total consideration of ₹. 38,62,600/- (Rupees Thirty Eight Lakh Sixty Two Thousand Six Hundred only), to be paid to the VENDORS, by the PURCHASER;

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NOW, THEREFORE, THIS INDENTURE WITNESSTH AND THE PARTIES NAMED HEREINABOVE, MUTUALLY AGREE & COVENANT WITH THE OTHER OF THEM IN THE MANNER FOLLOWING, THAT IS TO SAY:

- 1. That, in pursuance of the aforesaid agreement and for the consideration of the amount aforesaid, paid by the PURCHASER named hereinabove to the VENDORS named hereinabove, the VENDORS does hereby sell, transfer and convey ALL the SAID PLOT, better and more specifically described in Schedule II, hereinafter written, to the PURCHASER free from all encumbrances of whatsoever nature together with all its rights, title, appurtenances and privileges, TO HAVE AND TO HOLD the same as OWNER in possession for all legal purposes and intents forever hereinafter. For greater clarity, the SAID PLOT is delineated in red on the plan annexed hereto.
- 2. A sum of ₹. 38,62,600/- (Rupees Thirty Eight Lakh Sixty Two Thousand Six Hundred only), i.e. the total consideration amount is paid to the VENDORS, as under;
 - a. A sum of ₹. 19,31,300/- (Rupees Nineteen Lakh Thirty One Thousand Three Hundred only) vide Pay Order dated 26/08/2015, of The Goa Urban Cooperative Bank ltd, Market (St. Inez) Branch, Panaji Goa, in favour of the VENDOR no. 1, at the time of execution of the present deed of sale, the receipt of which sum the VENDORS do hereby admit and acknowledge;
 - b. A sum of ₹. 19,31,300/- (Rupees Nineteen Lakh Thirty One Thousand Three Hundred only) is paid vide Pay Order dated 26/08/2015, of The Goa Urban Cooperative Bank ltd, Market (St. Inez) Branch, Panaji Goa, in favour of the VENDOR no. 3, at the time of execution of the

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present deed of sale, the receipt of which sum the VENDORS do hereby admit and acknowledge;

- 3. The VENDORS do hereby admit and acknowledge the receipt of the aforesaid total consideration of ₹. 38,62,600/- (Rupees Thirty Eight Lakh Sixty Two Thousand Six Hundred only), in the manner indicated hereinabove and do hereby release, discharge and acquit the PURCHASER forever hereafter.
- 4. The consideration of ₹. 38,62,600/- (Rupees Thirty Eight Lakh Sixty Two Thousand Six Hundred only), as aforesaid represents the present, true and correct market value in respect of the SAID PLOT.
- 5. The VENDORS have today delivered VACANT, LAWFUL and PEACEFUL possession of the SAID PLOT no. 67, admeasuring 623 m², and the PURCHASER has taken lawful possession, thereof, and the VENDORS covenant with the PURCHASER.
 - a. That the VENDORS being the absolute owner in lawful and physical possession of the SAID PLOT no.67, admeasuring 623 m², and have a clear and marketable title, as also the full subsisting rights and authority, in their favour, to sell, transfer and convey the same without any claim or hindrance or encumbrance from any person or persons whatsoever, and further, that, notwithstanding any acts or things heretofore done, executed or knowingly suffered to the contrary, and,
 - b. That the VENDORS are lawfully seized in possession of the SAID PLOT admeasuring 623 m², free from any encumbrances, attachments or defects in title whatsoever and that the VENDORS have full power and absolute authority to sell, transfer and convey the SAID PLOT admeasuring 623 m², in the manner aforesaid unto the PURCHASER.
- 6. The VENDORS covenant to the PURCHASER that the SAID PLOT admeasuring 623 m², is hereby sold free from

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encumbrance, and is at present not subject to any mandatory acquisition and/or requisition by the Government, or to any litigation and/or attachment in/before/by a Court of Law, or any Arbitration or other mode of dispute resolution, and is not subject to any mortgage, tenancy, lien, charge, interest, agreement, contract, deed and/or any other interest, whatsoever, of any third party.

- 7. The SAID PLOT admeasuring 623 m², shall be quietly and peacefully entered into and upon and held and enjoyed, along with the rents and profits received there from, by the PURCHASER, without any interruption or disturbance by the VENDORS and/or any person/party claiming through or under him and without any lawful/unlawful disturbance or interruption by any other person whomsoever.
- 8. From today, the VENDORS shall cease to have any right, title, claim or interest, of whatsoever nature, in the SAID PLOT admeasuring 623 m², and the PURCHASER shall be acknowledged as the ABSOLUTE OWNER of the SAID PLOT admeasuring 623 m² and shall enjoy and possess the same without any interference from the VENDORS and/or anyone claiming from or through them.
- 9. The VENDORS agree and covenant to the PURCHASER that they shall execute all such document and/or, sign all such forms, letters and/or N.O.Cs. and/or do/give every such assurance or thing necessary for further more perfectly assuring the SAID PLOT admeasuring 623 m² to the PURCHASER, his heirs or assigns as may be required. The PURCHASER is at liberty to file an application for mutation to add his name in the record of right in the 'Occupants' column of Form I and XIV pertaining to the SAID PROPERTY as also any other proceeding/application to crystalize his right, interest and title in all official records and the VENDORS hereby unconditionally and irrevocably give their noobjection to the grant of the PURCHASERS application for

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mutation or any other proceeding/application filed by the PURCHASER, in this regard.

- 10. The VENDORS agree and undertake to hand over to the PURCHASER complete set of title documents, as also other writings and evidences of title in respect of the SAID PLOT admeasuring 623 m².
- 11. The VENDORS agree to save harmless, indemnify and keep indemnified the PURCHASER, his heirs, administrators, attorneys or assigns from or against all encumbrances, charges and equities whatsoever. The VENDORS covenant to the PURCHASER that in the event any other person and/or party, claims any right, title and/or interest of whatsoever nature, due to which the possession, title, rights and interests over the SAID PLOT admeasuring 623 m², or the PURCHASOR is dispossessed from the SAID PLOT or any part thereof, the VENDORS shall refund to the PURCHASER the entire consideration amount received by them towards the present sale and compensate the PURCHASER for the entire costs/expenditure incurred in executing the present sale deed.
- 12. The VENDORS do hereby undertake to pay off, all such taxes, liabilities and/or dues that are liable to be paid by them towards the SAID PLOT admeasuring 623 m², which are due as on the date of the execution of this Deed of Sale if at all the same remain unpaid for whatsoever reason, the VENDORS indemnify the PURCHASER and undertake that the same shall be made good forthwith and immediately.
- 13. The present Sale Deed is being executed on non-judicial stamp paper franking of the value of ₹. 1,35,200/- (Rupees One Lakh Thirty Five Thousand Two Hundred only), which stamp duty is been paid by the PURCHASER.

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The SCHEDULES and the PLANS annexed to this Deed shall form part and parcel of the present Deed and be construed accordingly.

SCHEDULE I.

The Said Property.

ALL THAT Piece and Parcel of land of third division of the property known as 'BRAMAPUR' situated at Daugim, of Village Ella of Parish of Santa Luiza of sub district of Ilhas registration, District of North Goa, State of Goa, within the jurisdiction of the Village Panchayat of Ella of Parish of Santa Luiza and surveyed under number 130/0, of Village Panchayat of Ella of Parish of Santa Luiza, admeasuring 97,575 sq. mtrs. and registered in the Land Registration Office under no. 6148 at Pages 148 overleaf of Book B-16 New. The said PROPERTY is bounded as under:-

SCHEDULE II.

The Said Plot.

ALL THAT PLOT No. 67 forming part and parcel of the said property admeasuring 623 sq.mtrs. surveyed under 130/1-A bearing Land

Registration No. PNJ-BK1-01086-2014 having CD No. PNJD30.

The said PLOT no 67 is shown as no 67 in the plan annexed and delineated in red and is bounded as under:-

On the East:

By 10 Mtrs road

On the west:

By Plot No. 68 & 70

On the North:

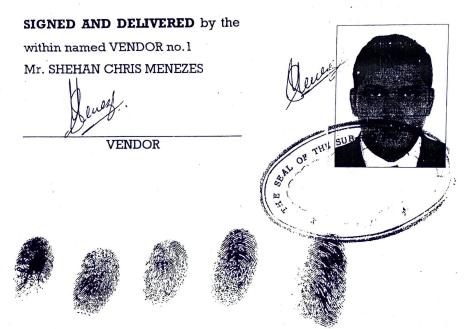
By 8 Mtrs Road

On the South:

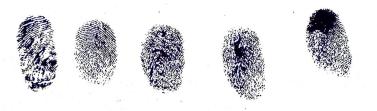
By 10 Mtrs Road

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IN WITNESS WHEREOF the parties hereto, named hereinabove, have hereunto set and subscribed their respective hands on the date, day and year first hereinabove written.



Left hand finger prints of Mr. Shehan Chris Menezes.



Right hand finger prints of Mr. Shehan Chris Menezes.

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SIGNED AND DELIVERED by the withinnamed VENDOR No. 2, Mrs. SHIVONNE QUIANA GRACIAS













Left hand finger prints of Mrs. Shivonne Quiana Gracias.











Right hand finger prints of Mrs. Shivonne Quiana Gracias.

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SIGNED AND DELIVERED by the

within named VENDOR no.3 MRS. SABITA PINTO

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VENDOR







Left hand finger print of Mrs. Sabita Pinto



Right hand finger prints of Mrs. Sabita Pinto

within named VENDOR no.4

MR. ASHLEY JORGE PINTO REBELO

Helselo

VENDOR





Left hand finger print of Mr. Ashley Jorge Pinto Rebelo



Right hand finger print of Mr. Ashley Jorge Pinto Rebelo

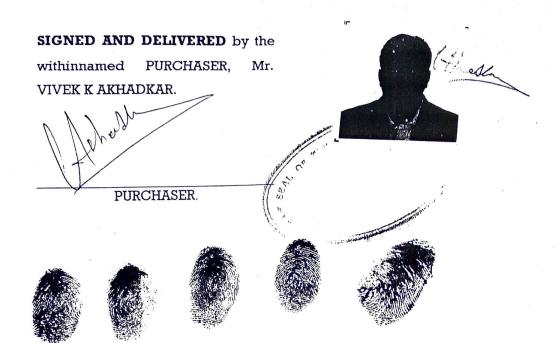
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Left hand finger prints of Mr. Vivek K. Akhadkar



Right hand finger prints of Mr. Vivek K. Akhadkar

In the presence of the following witnesses:

1.
Name: Mounuel Royand Soulio Poneiror sporte Percias

AD AUXILLIUM SCHOOL CARANZALEM GOA:

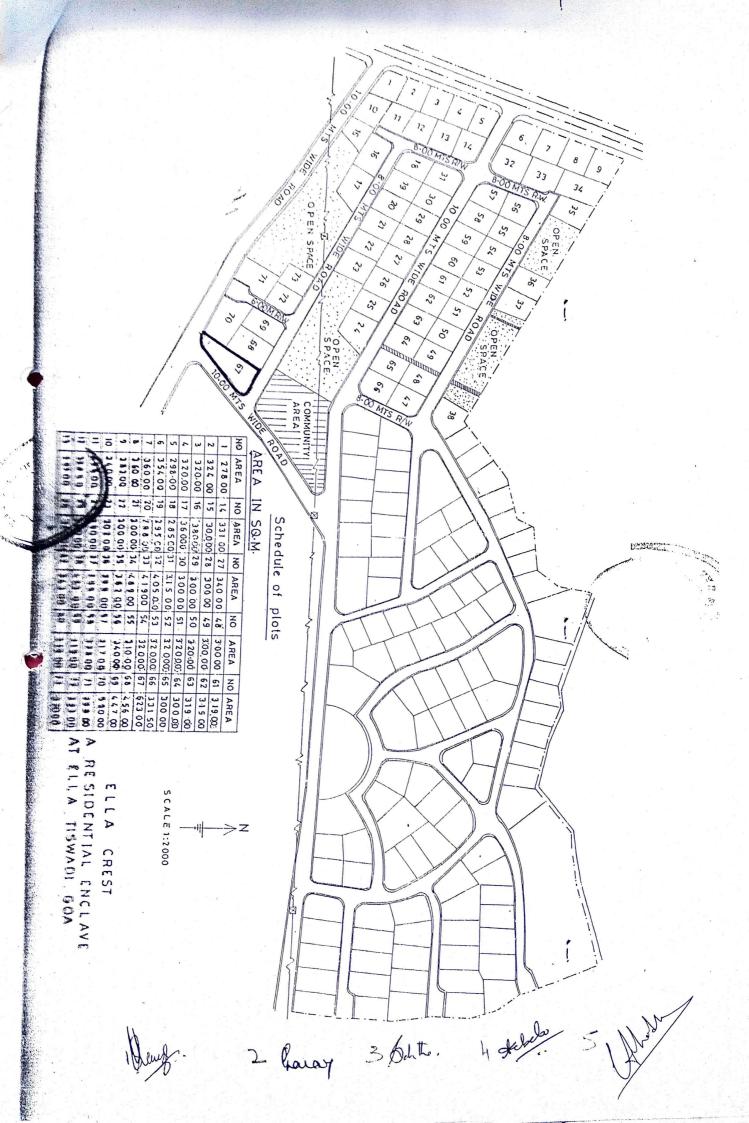
AGE-35 YEARS INDIAN NATIONAL.

Name: PRIYANKA P HAWANOOR Phony
DIO PUNDALIK HAWANOOR, 24 ya 23/K/32
JNDIAN NATIONAL, P/O H. NO. 23/K/32
BAMBOLIM GOQ [15]

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Office of Sub-Registrar Ilhas/Tiswadi

Government of Goa

Time: 27-08-2015 12:02:24 PM

Serial Number: 2312

at 11:12:00 AM on 27-08-2015 in the office of the Sub-Registrar (Ilhas/Tiswadi) Along with fees paid

Sr. No	Description	Rs. Ps
3	Registration Fee	77240.00
2	Processing Fees	230.00
	Total:	77470.00

Samp Day Required:

135170.00

Stamp Duty Paid: 135200.00

Akhadkar presenter

Name	Photo	Thumb Impression	Signature
Landakant Akhadkar, S/o Landakant Akhadkar, Landakant Akhadkar, Landakant Akhadkar, S/o Land		ъ.	The state of the s

Endorsements

Menezes, s/o Basil A Menezes, Married,Indian,age 40 Years,Business,r/oS-1, 2nd floor,

Photo	Thumb Impression	Signature
		Just-

2. Shivonne Quiana Gracias, W/o Shehan Menezes, Married, Indian, age 32 Years, Service, r/oS-1 Indraprastha Nagali Hills, Dona Paula Tiswadi Goa. Pan no. AJSPG1876H

Photo	Thumb Impression	Signature
		Garay.

3 . Sabita Pinto, w/o Ashley Jorge Pinto Rebelo, Married, Indian, age 38 Years, Business, r/oB/4, Pearly Shell Building, Miramar Panaji Goa Pan card No BZDPP1404Q

Photo	Thumb Impression	Signature
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4 . Ashley Jorge Pinto Rebelo, S/o late Jorge Pinto Rebelo, Married, Indian, age 40 Years, Business, r/oB/4 Pearly Shell Building, Miramar Panaji Goa Pan no. ALNPR7722E

Photo	Thumb Impression	Signature
A.S. J. IV.H.		Jeliel.

15. Wiek Kamlakant Akhadkar, S/o kamlakant Akhadkar, Married,Indian,age 36 Years,Business,r/o176, Indian, Ribandar, Tiswadi Goa. Pan no. ADRPA2556P

Photo	Thumb Impression	Signature	
		Xi	

Identification

Sr No.	Witness Details	Signature
1	Adv. Siya Pravin Faldessai , W/o Pravin Faldessai, Married, Indian, age 32 Years, Advocate, r/o H. no. 101, Upper Gr. Floor Salgaonkar Colony, Porvorim, Bardez Goa.	Quiser.

Sub-Registrar

SUB-RI RAR

Book-1 Document Registration Number PNJ-BK1-02258-2015 CD Number PNJD43 on Date 27-08-2015

Sub-Registrar (Ilhas/Tiswadi)

Scanned By-Y-Cheduren SIIB-RECISTRAR
ILHAS

Signature - 7

Designed and Developed by C-DAC, ACTS, Pune